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3 February 2025

## **EXECUTIVE**

A meeting of the **Executive** will be held on **Tuesday, 11th February, 2025** in the **Council Chamber, Forde House, Brunel Road, Newton Abbot, TQ12 4XX** at **10.00 am**

PHIL SHEARS  
Managing Director

### **Membership:**

Councillors Buscombe, Goodman-Bradbury, Hook, Keeling (Leader), Nutley, Palethorpe (Deputy Leader), G Taylor, Williams and Parrott

**Please Note:** Filming is permitted during Committee meeting with the exception where there are confidential or exempt items, which may need to be considered in the absence of the press and public. By entering the Council Chamber you are consenting to being filmed.

## **A G E N D A**

### **Part I**

10. **Dawlish – Marina Bowling Club, Sandy Lane, Dawlish** (Pages 3 - 6)  
Report to follow

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## **Teignbridge District Council Executive**

**11 February 2025**

Part II (para 3 applies)

### **Dawlish Marina Bowls Club Lease Proposal**

#### **Purpose of Report**

To seek authority to grant Dawlish Marina Bowls Club a leasehold interest for a term of 28 years.

#### **Recommendation(s)**

The Executive RESOLVES to:

- (1) Approve the grant of a 28-year lease to Dawlish Marina Bowls Club.
- (2) Delegate authority to the Director of Corporate Services to take such decisions as are necessary and appropriate to conclude the grant of the lease.

#### **Financial Implications**

See 2.1 for financial implications.

Martin Flitcroft, Director of Corporate Services  
Email: [martin.flitcroft@teignbridge.gov.uk](mailto:martin.flitcroft@teignbridge.gov.uk)

#### **Legal Implications**

There are no legal implications arising out of this report save that the Council is obliged to obtain best value for its asset.

Paul Woodhead, Head of Legal Services and Monitoring Officer  
Email: [paul.woodhead@teignbridge.gov.uk](mailto:paul.woodhead@teignbridge.gov.uk)

#### **Risk Assessment**

See 2.3 for an assessment of the risks.

Chris Smith, Assistant Estates Surveyor  
Email: [chris.smith@teignbridge.gov.uk](mailto:chris.smith@teignbridge.gov.uk)

## **Environmental/ Climate Change Implications**

See 2.4 for Environmental/Climate Change Implications

Chris Smith, Assistant Estates Surveyor  
Email: [chris.smith@teignbridge.gov.uk](mailto:chris.smith@teignbridge.gov.uk)

## **Report Author**

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## **Executive Member**

Cllr David Palethorpe, Executive Member for Assets, Economic Development and Communication

Cllr John Nutley, Executive Member for Open Spaces, Leisure, Sport, Resorts and Tourism

## **Appendices/Background Papers**

### **1. Introduction/Background**

On 26<sup>th</sup> April 1996, a Tenancy was granted to Dawlish Marina Bowls Club to occupy land and buildings at Sandy Lane, Dawlish. The lease granted was for a term of 28 years from 1<sup>st</sup> April 1994. The Contractual Term of that lease expired on 31<sup>st</sup> March 2022, however, the Lease continues by virtue of the protective provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954.

A further lease of 28 years will allow the Club to access funding from third party organisations such as Bowls England and Sports England, giving the Club opportunity to improve the playing surface as well as adapt the clubhouse to offer improved facilities suitable for Junior bowls and the Women's game, thus allowing further engagement with the local community.

### **2. Implications, Risk Management and Climate Change Impact**

#### **2.1 Financial**

Under the proposed new lease, the rent would be set at £1 per annum (reduced from the current passing rent of £2,500 per annum). However, the tenant would take on the full maintenance responsibilities for the building, which would save the Council approximately £7,500 per annum. The existing lease, as a result of the obligation for the Council to maintain the building and bowling green, means it is particularly onerous

for the Council. The proposed new lease, with a cost neutral position, presents best value when compared to other similar leases across the South West.

## **2.2 Legal**

Dawlish Marina Bowls Club currently occupy the premises under a protected tenancy (i.e. within the Landlord and Tenant Act 1954) and the Club as the tenant therefore has the right to remain in occupation of the premises, in the absence of statutory grounds to refuse a new lease (there are currently no legitimate statutory grounds), and for the new lease to be on substantially the same terms as the existing lease (which means the proposed lease offers particularly good value to the Council, given the maintenance costs liabilities will drop away completely).

Under the Act, the maximum term a court can order for a renewed lease is typically 15 years if the parties cannot agree on the length of the new lease; however, the parties can still agree to a longer term if they choose to do so. In this case, a lease term of 28 years has been agreed as this reflects the previous lease term, will support the Club's application for grant funding and in addition we cannot reasonably foresee any other uses for the property.

## **2.3 Risk Assessment**

There are no perceived risks with regard the recommendations of this report, as it allows the Council to adopt a consistent approach with all its sports clubs whilst allowing the Club to continue its operations, as well as apply for additional funding/grants for the betterment of the site and its users.

## **2.4 Environmental/Climate Change Impact**

There is not considered to be any environmental/climate change impact based on the recommendations of this report.

## **3. Alternative Options**

*Do nothing and retain the lease in its current holding over form, with the Council dealing with the lease renewal sometime in the future:*

This would frustrate the Club's ability to apply for funding to improve the facilities. It would also mean that the Council would continue to pay for the repairs and maintenance of the clubhouse building and bowling green.

*Refuse a new lease:*

The Council currently has no reasonable grounds to oppose the granting of a further lease.

#### **4. Conclusion**

A new 28-year lease will enable the Club to invest into the facilities and ensure future engagement within Dawlish. The Council will also benefit from the position of being cost neutral, as the maintenance liabilities would pass to the Bowls Club.